



**CITY OF MANCHESTER**  
**Environmental Protection Division**  
300 Winston Street, Manchester NH 03103  
(603) 624-6595

## INVITATION TO BID

Sealed bids will be received at the Environmental Protection Division, 300 Winston Street, Manchester, New Hampshire, before or at **2:00 PM** prevailing time of the **19<sup>th</sup> of June, 2012** to supply the following chemical to the City's Wastewater Treatment Facility:

### **SODIUM HYPOCHLORITE** **FY12-270-92**

Bid Invitations and specifications will be available at the Environmental Protection Division, 300 Winston Street, Manchester, NH or online at:

<http://www.manchesternh.gov/bids>

Questions regarding this request should be directed to Mr. Ricardo Cantu, Plant Superintendent, at (603) 624-6526.

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E.  
Public Works Director

## GENERAL:

1. Bids will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Invitation to Bid and then publicly read aloud for the information of Bidders and others properly interested who may be present either in person or by representative. **NO BIDS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined words when used in this document:
  - a. The word "**City**" means City of Manchester, New Hampshire.
  - b. The word "**Bidder**" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
  - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
  - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and the instructions printed is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces must be filled in. For the convenience of Bidders, additional Bid Invitation packages are available at no cost and on demand at the City of Manchester, Environmental Protection Division, 300 Winston Street, Manchester, NH 03103 or on our website at:  
  
<http://www.manchesternh.gov/website/Departments/Purchasing/tabid/304/Default.aspx>
4. Each bid must give the full business address of Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. Bids must be securely sealed in a suitable envelope, addressed and marked on the outside as follows:

**SODIUM HYPOCHLORITE, 6/19/12, 2:00 PM**

***PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR  
BIDS NOT PROPERLY MARKED.***

6. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this sealed Bid Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

**City of Manchester  
Environmental Protection Division  
300 Winston Street  
Manchester, NH 03103  
Attn Mr. Ricardo Cantu, Plant Superintendent**

five (5) or more working days before the date fixed for the opening of bids. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will be sent as promptly as practicable to all persons to whom the Sealed Bid Invitations have been issued. All such addenda shall become a part of the Sealed Bid Invitation.

7. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Bid must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if required.
8. Conditional bids will not be accepted.
9. Alternative bids will not be accepted.
10. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
11. All prices and delivery times quoted must be firm, FOB destination, City of Manchester, New Hampshire, unless otherwise indicated by the City. **TIME IS OF THE ESSENCE (see item 9 under specifications and special conditions).**
12. **Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges.**

13. Proposals must be submitted on the Bid Schedule hereinafter provided. Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.
14. It is understood and agreed that should any price reductions occur between the opening of this bid and the delivery, the benefit of any such reductions will be extended to the City.
15. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
16. It is understood and agreed that in the event of failure on the part of the Bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within **20** days from date of notification. Should the successful Bidder fail to make delivery or complete the contract within time specified, the City reserves the right to make the purchases at the open market and charge any excess over Contract price to the account of the successful Bidder, who shall pay the same.
17. The City reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the City.
18. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
19. The Bidder must certify that no official or employee of the City or State of New Hampshire has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
20. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in

preparing the bid confers no right for the withdrawal of the bid after it has been opened.

21. The City reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.
22. Awards will be made to the "lowest responsible bidder" quoting the lowest net price in accordance with specifications. In determining the "lowest responsible bidder", the following shall be considered:
  - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
  - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
  - i. The number of scope of conditions attached to this bid.
23. Multi-term contracts shall contain provisions for cancellation by the City in the event funds are not appropriated for the continuance of the Contract.
24. The City reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the City reserves the right to award materials on the basis of the lowest total cost of the bid item to the City, including the City's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the City may give preference to firms located within the City.

24. The Contract Agreement will be in the form customarily employed by the City and will incorporate the Invitation to Bid and terms & conditions of this Sealed Bid Invitation. A copy of the Contract Agreement is attached hereto.
25. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the City harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
25. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
26. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.

#### **GUARANTEES:**

27. The Bidder to whom a contract is awarded guarantees to the City that all items furnished under this contract shall be free of defects in design, materials and workmanship and for a period of one (1) year after final inspection and acceptance shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.
28. The Bidder to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.

#### **METHOD OF PAYMENT:**

29. Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
30. Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s) or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and an invoice/bill of sale executed as provided for in paragraph above.

31. The City reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
32. The Bidder, if awarded an order or contract, agrees to provide to the City proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) **PREPRINTED** on it. Any impertinent information may be blackened out before sending to the City. Copies of tax returns must show taxpayer section and signature.
33. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE  
CANCELLATION OF AN ORDER OR CONTRACT**

## SPECIFICATIONS AND SPECIAL CONDITIONS APPLYING TO THIS PROPOSAL

1. The contract is to cover the period commencing on July 1, 2012 and ending June 30, 2014.
2. The buyer agrees to purchase from the contractor its sodium hypochlorite solution at a volume concentration of 15 percent available chlorine, to be transport delivered during the period of this contract, subject to the conditions and agreement contained herein.
3. The estimated quantity will be 12,000 - 30,000 gallons per month of solution at a volume concentration of 15 percent available chlorine sodium hypochlorite.
4. The contractor will protect the City against any increase in the price of Sodium Hypochlorite.
5. Whenever contractor is unable to ship within 48 hours after receipt of order, the City reserves the right to order sodium hypochlorite from another vendor. Any difference in cost shall be charged to the vendor in default.
6. The contractor agrees that the purchaser shall be allowed to sample the sodium hypochlorite solution before discharging contents. It is understood that samples will be taken directly from the delivery truck and analyzed immediately by the City, using a hydrometer for specific gravity for percent available chlorine. If the quality of available chlorine falls below the specified 15 percent available chlorine of the sodium hypochlorite, the buyer, at his option, may reject any such shipment or require a deduction from the delivered price.
7. The City reserves the right to cancel any unfilled portion of the contract, providing in the opinion of the Chief Sanitary Engineer, the services or material supplied by the contractor are unsatisfactory or not consistent with the terms of the contract.
8. The contractor shall provide the necessary hoses and fittings that are required to pump the Sodium Hypochlorite from the delivery truck to the plant's receiving port.
9. Delivery will be made within 60 hours of the time order is placed unless severe weather conditions or wide-spread road closures dictate otherwise.



# CONTRACT

City of Manchester  
Environmental Protection Division  
300 Winston Street  
Manchester, New Hampshire 03103

Agreement made \_\_\_\_\_, 20\_\_\_\_, between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and \_\_\_\_\_ of \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. \_\_\_\_\_, being the lowest responsible Bidder, shall provide to the City the following supplies, materials, equipment and services:

Such supplies, materials, equipment, and services shall be provided in accordance with the bid made by \_\_\_\_\_ pursuant to the Invitation to Bid and Terms & Conditions contained in Sealed Bid Invitation, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The City shall pay \_\_\_\_\_, the price and amount set out in Contractor's bid on delivery to and acceptance by City of the supplies, materials, equipment, and services herein described, and on filing by \_\_\_\_\_ and approval by the City of a verified claim for the amount due.
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 300 Winston Street, Manchester, New Hampshire on the day and year first above written.

ACKNOWLEDGED BY:

CITY OF MANCHESTER:

\_\_\_\_\_

\_\_\_\_\_

## BID SCHEDULE

PROPOSAL FOR: **SODIUM HYPOCHLORITE**

DATE & TIME: **June 19, 2012 at 2:00 P.M.**

The undersigned, as Bidder, hereby declares that before preparing this bid he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City on accordance with the specifications, terms and conditions as spelled out in this Sealed Bid Invitation.

**Quotation for Sodium Hypochlorite per Gallon:**

Words: \_\_\_\_\_

Figures: \_\_\_\_\_

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Authorized signature & title of Bidder

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Print or type name & title of Bidder

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Company Name (Corporation/general partnership organized & existing under the laws of the State of \_\_\_\_ )

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Address

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City, State, Zip

Date Quotation Made: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

SAMPLE